

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 26		3. EFFECTIVE DATE November 13, 2002		4. REQUISITION/PURCHASE REQ. NO. 4200001359 (1F)		5. PROJECT NO. (If applicable)	
6. ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		CODE MCC		7. ADMINISTERED BY (If other than Item 6) MSFC Adm: MCC/Marianne Campbell 256-544-6496 Marianne.campbell@msfc.nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566		CODE MCC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Hernandez Engineering, Inc. 16055 Space Center Boulevard, Suite 725 Houston TX 77062				(x)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS8-00179	
						10B. DATED (SEE ITEM 13) 10/01/00	
CODE		FACILITY CODE 2Y303					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b) AND THE AUTHORITY OF FAR 43.103(B) AND THE CONTRACTOR'S LETTER DATED NOVEMBER 6, 2002
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

	Negotiated Est. Cost	Potential Award Fee	Earned Metric Eval. Fee	Earned Performance Eval. Fee	Contract Value	Total Sum Alloted
Previous	\$22,147,557.00	\$956,187.00	\$159,715.00	\$228,960.00	\$23,492,419.00	\$15,344,560.00
This Mod	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$708,700.00</u>
New Total	\$22,147,557.00	\$956,187.00	\$159,715.00	\$228,960.00	\$23,492,419.00	\$16,053,260.00

See page 2 for description.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marianne Campbell Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>15</u>	16C. DATE SIGNED <u>11/13/02</u>
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

The purpose of this modification is to add an increment of funds pursuant to the LIMITATION OF FUNDS" clause and the Contractor's letter dated November 6, 2002.

The foregoing action is further implemented by the inclusion of the following changes marked in **BOLD**.

1. Pursuant to the "Limitation of Funds Clause" and the contractor's letter dated November 6, 2002, Clause B.5 CONTRACT FUNDING (1852.232-81) (JUN 1990) is deleted in its entirety and the following is substituted in lieu thereof:

"B.5 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this Contract is **\$15,147,203**. This allotment is for efforts required under Sections A through J inclusive of this Contract and covers the estimated period of performance from October 1, 2000 through **November 25, 2002**.

(b) An additional amount of **\$906,057** obligated under this contract for payment of fee.

Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Award</u>	<u>Total</u>
Estimated Cost	\$14,494,945.00	\$652,258.00	\$15,147,203.00
Provisional Award Fee	\$460,940.00	\$56,442.00	\$517,382.00
Earned Award Fee	\$388,675.00	\$0.00	\$388,675.00
Performance Eval. Fee	\$228,960.00	\$0.00	\$228,960.00
Metrics Eval. Fee	<u>\$159,715.00</u>	<u>\$0.00</u>	<u>\$159,715.00</u>
Total Sum Allotted	\$15,344,560.00	\$708,700.00	\$16,053,260.00

(End of Clause)"